

**Statement of Work No. 8**

This Statement of Work No. 8 (“**Statement of Work**” or “**SOW**”) is issued pursuant to the Master Services Agreement first dated as of December 13, 2012, as amended February 28, 2013, August 12, 2013, and December 31, 2014 (the “**MSA**”) between State of Vermont Department of Health Access (“**SOV**”) and CGI Technologies and Solutions Inc. (“**Supplier**”). This Statement of Work incorporates the terms and conditions of the MSA as if the MSA were fully set forth in the text of this Statement of Work. Capitalized terms not defined in this Statement of Work are defined in the MSA.

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**1. EFFECTIVE DATE AND TERM OF THIS STATEMENT OF WORK.**

This Statement of Work is effective as of September 1, 2015 (“**Statement of Work Effective Date**”) and shall continue through September 30, 2015, which shall constitute the “**Statement of Work Term**”.

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**2. SERVICES TO BE PERFORMED AND SCHEDULE OF PERFORMANCE.**

A. Scope of Services

The Services provided under this SOW will be referred to as the “Hosting Services.” The nature and scope of the Hosting Services are depicted in the three diagrams attached as Schedule A to this SOW, which are incorporated herein by reference. The Hosting Services will be provided in a combination shared and dedicated hosting environment in use by Supplier for the delivery of Hosting Services under SOW No. 7 at the expiration of that SOW (August 31, 2015)

B. Location of Services.

Supplier-provided Hosting Services will be located at the following data center sites.

Primary	CGI Phoenix Data Center	10007 South 51st Street Phoenix, AZ 85044
Secondary	CGI Philadelphia Data Center	3rd floor hosting - CGI Technologies. 1500 Spring Garden St Philadelphia, PA 19130

C. Deliverables and Work Product.

Not applicable to this SOW.

D. Milestone Schedule

Not applicable to this SOW.

E. Acceptance Criteria and Process.

Not applicable to this SOW.

F. Supplier Personnel.

There are no Supplier Key Personnel under this SOW.

G. Supplier Resources.

Not specified under this SOW.

H. SOV Roles and Responsibilities.

1. The SOV is responsible for appointing a dedicated full-time SOV resource to establish and manage a team to work with Supplier in connection with the Hosting Services.

I. Governance Structure, Meetings and Reports.

Not applicable to this SOW.

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3. **PROJECT MANAGERS.**

Supplier's CPMO Team will be responsible for managing the provision of the Hosting Services.

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4. **STAFF.**

A. Subcontractors.

Not applicable to this SOW.

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5. **SOFTWARE.**

A. Third Party Software provided by Supplier

Supplier will provide standard software currently used as part of hosting service management, including, but not limited to backup recovery, antivirus and monitoring.

B. Third Party Software provided by SOV.

SOV will maintain licensing for all applicable software, including Oracle products, and will pay maintenance on all such software during the term of this SOW.

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6. **HARDWARE.**

Supplier will be responsible for continuing to provide all hardware/management software that was in use by Supplier for the delivery of Hosting Services under SOW No. 7 at the expiration of that SOW (August 31, 2015). No additional hardware will be provided under this SOW unless SOV submits a billable Change Request to Supplier.

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7. **THIRD PARTY CONTRACTS.**

Not applicable to this SOW.

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8. **SERVICE LEVELS.**

Not applicable to this SOW.

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9. **SECURITY, DISASTER RECOVERY, BUSINESS CONTINUITY PROCEDURES, CONTROLS**

In accordance with the MSA, as amended, including, but not limited to Sections 22 ("Security"), 25.6 ("Force Majeure; Contingency Plans") and Exhibit J ("Supplier Contingency Plans"), of the MSA, Contractor shall

provide security, disaster recovery and business continuity services; provided, however, Contractor shall not be responsible for providing an SSAE-16 for purposes of this SOW.

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**10. FORECASTING**

Not applicable to this SOW.

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**11. FACILITIES TO BE PROVIDED BY SUPPLIER.**

Not applicable to this SOW.

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**12. ASSUMPTIONS.**

Not applicable to this SOW.

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**13. OPTIONAL SERVICES.**

Not applicable to this SOW.

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**14. OTHER SERVICES.**

Not applicable to this SOW.

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**15. CHARGES AND PASS-THROUGH EXPENSES.**

The Hosting Services will be provided to SOV through September 30, 2015 at a monthly cost of \$550,447.23. Services shall include \$376,795.84 for HBE hosting and the CPMO fee, and \$173,651.39 for AI hosting. The Contractor shall invoice the State for the period September 1, 2015 through September 30, 2015 by August 15, 2015 and the State shall pay the aggregate amount of \$550,447.23 net 30 from the date of invoice. SOW 8 shall not exceed the maximum amount of \$550,447.23

Termination Assistance and Change Order services will be invoiced on a time-and-materials basis at the hourly rates set forth in Section L-4.4 of Exhibit L and are covered under SOW number 6.

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**16. ADDITIONAL TERMS.**

Not applicable to this SOW.

Agreed to and accepted by:

CGI Technologies and Solutions Inc.  
(CGI)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Vermont

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A

### Hosting Environment Diagrams



Virtual	Servers	vCPU	Memory	Disk
Production	49	206	635	13346
Staging	53	232	590	15426
Development	22	112	307	4116
Training	20	106	279	2578
Testing	22	109	289	5567
Disaster Recovery	49	212	647	2394
Services	24	106	246	7479

#### Total

<b>vCPU</b>	1083
<b>Memory</b>	2992 GB
<b>Disk</b>	50,906 GB



Physical	Servers	CPU	Memory	Disk
Production	7	84	230	51540
Staging	8	96	262	11254
Testing	1	12	32	100
Disaster Recovery	8	96	262	15542

#### Total

<b>CPU</b>	288
<b>Memory</b>	786 GB
<b>Disk</b>	78,436 GB